

Panaji, 29th July, 2010 (Sravana 7, 1932)

SERIES II No. 18

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 17 dated 22-7-2010 namely: Extraordinary dated 23-7-2010 from pages 371 to 374 regarding Order and Notification from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Technical Education

Polytechnic Section

Order

No. 17/3/81/2010/DTE/3104

Read: Memorandum No. 17/2/18/2009/DTE/
Part.I/2240 dated 29-06-2010.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/34(3)/2009/132 dated 18-05-2010 Government is pleased to appoint Shri Rajesh Vinayakrao Kulkarni on temporary basis to the post of Lecturer in Civil Engineering (Group 'A' Gazetted) in the Government Polytechnic, Panaji on an initial basic pay of Rs. 8,000/- and other allowances as admissible in the pay scale of Rs. 8,000-275-13,500 with effect from the date of joining the post as per the terms and conditions contained in the memorandum cited above.

Shri Rajesh Vinayakrao Kulkarni will be on probation for a period of two years.

He should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

He has been declared fit by Medical Board, Goa Medical College & Hospital Bambolim vide letter No. DM/GMC/Med.B/10/76 dated 08-07-2010.

The appointment is further subject to verification of characters and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education and ex officio Additional Secretary.

Panaji, 22nd July, 2010.

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Department of Finance

Directorate of Accounts

Order

No. DA/Admn/45-6/2010-11/TR-1469/45

The Government is pleased to order the transfer and posting of the following Assistant Accounts Officers under Common Accounts Cadre as shown below with immediate effect on administrative grounds:

Sr. No.	Name of the Officers	Present place of posting	Transferred and posted at
1	2	3	4
1.	Shri Prakash Chanekar	Directorate of Accounts, Panaji	O/o the Collector (North), Collectorate Office, Panaji.
2.	Smt. Thereza Fernandes	O/o the Collector (North), Collectorate Office, Panaji	Directorate of Accounts, Panaji.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rule.

On joining their new assignments, the officers shall send CTC/Joining Report to this Directorate immediately for records.

The Officer at Sr. No. 1 shall move first.

By order and in the name of the Governor of Goa.

P. S. Gude, Joint Secretary.

Panaji, 19th July, 2010.

Order

No. DA/Admn/45-9/2010-11/TR-1570/48

Request of District Rural Development Agency (North), Panaji to extend further deputation for the 5th year in respect of Shri Suresh B. Vernekar, Accounts Officer has not been agreed by the Government.

Shri Suresh B. Vernekar, Accounts Officer stands repatriated to the common Accounts cadre of Directorate of Accounts, Panaji.

Deputation term of Shri Suresh B. Vernekar, Accounts Officer stands extended upto 22-07-2010. He may be directed to report undersigned for further instructions.

By order and in the name of the Governor of Goa.

P. S. Gude, Joint Secretary.

Panaji, 21st July, 2010.

Department of Labour

Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 24-05-2010 in reference No. IT/60/67 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th July, 2010.

THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar,
Hon'ble Presiding Officer)

Case No. IT/60/07

Shri Mahadev K. Naik,
Talsal, Talaulim,
Ponda-Goa.

..... Workman/Party I

V/s

1. M/s. Cidade de Goa,
Vainguinim Beach,
Dona Paula-Goa.

2. M/s. Fomento Resorts Pvt. Ltd.,
Vainguinim Beach,
Dona Paula-Goa

..... Employer/Party II

Party I/Workman represented by Shri P. Gaonkar.

Party II/Employer represented by Adv., Shri G. B. Kamat.

Panaji, Dated: 24th May, 2010.

AWARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 21-08-2006 bearing No. 28/15/2006-LAB/537 referred the following dispute for adjudication by the Labour Court II of Goa.

“(1) Whether the action of the management of M/s. Cidade de Goa, Unit of M/s. Fomento Resorts & Hotels Ltd., Dona Paula, Goa in terminating the services of Shri Mahadev K. Naik, Supervisor, w.e.f. 01-07-2005 is legal and justified?

(2) If not, to what relief the Workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT /60/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his statement of claim on 29-10-2007 at Exhibit-4. The facts of the case in brief as pleaded by the Workman are that he was initially employed to carry out the construction work of the Party II (1) w.e.f. 15-2-1979 and since then he was working for the Party II (2). He stated that he was paid through M/s. Fomento Engineering and Construction Pvt. Ltd. (for short

"said Company"). He stated that he was issued a service certificate dated 28-11-1983 stating that he had worked in the Employer's hotel for the last five years sincerely after considering his work. He stated that in pursuance of his request, his services were considered from 1-2-1983 vide their letter dated 1-8-1989. He stated that since 1-2-1979 he was doing the work of construction. He stated that when the hotel commenced its operation in the year 1982, he was doing the maintenance work of the hotel in engineering department, house keeping department and the maintenance of garden, beach, nala cleaning, cleaning of terrace and work related to opening and closing of outlet. He stated that he was also doing the work of civil construction repairs connected with the hotel. He stated that the work was assigned to him daily by his superior and as per his instructions he was doing the work. He stated that though he was designated as 'Supervisor', he was not the sanctioning authority of any leave of any Workman working in his department alongwith him. He stated that his normal work was to do the civil maintenance of hotel, to carry out the maintenance and repairs of water taps, maintenance of garden and any other work assigned to him by his superiors. He stated that considering his hard work, he was awarded the certificate of merits for special reorganization award on several occasions. He stated that he was also awarded ten years of meritorious service certificate as on 6-7-92. He stated that since the commencement of the hotel he was continuously working in the hotel without any break in service. He stated that the Party II (1) vide their letter dated 1-8-1989 absorbed his services since he was working for them and his past services was taken over by them w.e.f. 1-2-1982 and he was given continuity of service w.e.f. 1-2-1982. He stated that he was fitted in the pay scale and other allowances applicable to the Party II workers and allotted the provident fund account number GA/10156/658 belongs to the Employer's hotel. He stated that his absorption with continuity of service w.e.f. 1-2-1982 was accepted by him and he became the Workman of the Employer Company. He submitted that neither he was transferred nor deputed with the Employer Company, but absorbed by them. He stated that when his services were absorbed his continuity of service, his accumulated privilege leave was encashed by the erstwhile employer and he was given the provident fund account applicable to the workers working in the hotel of the Employer Company. He stated that in the academic year of

June, 2005, he was called by the Managing Director and asked to tender his resignation as his salary is high and for such high salary, management can engage two Workmen with young age. He stated that since he refused to tender his resignation, he was issued a letter dated 20-6-05 directing him to report at the said Company. He stated that vide letter dated 23-06-05, he requested for withdrawal of the said letter as his services were permanently absorbed by the Employer Company w.e.f. 1-2-1982 and hence any letter directing him to rejoin the old company is malafide, illegal and bad in law. He stated that the said Company is not in function and hence there are no activities of work being carried out by the said company for several years. He stated that vide notice dated 1-7-05 his services were terminated from 1-7-05. He stated that on receipt of the termination letter he has submitted the demand letter stating that his termination by the said Company is illegal, malafide and bad in law as the said Company do not have any right to terminate his services as he is the permanent employee of the Employer Company. He stated that since the management has informed him that he will not be reinstated, he has no option to raise the dispute before the appropriate authority. He stated that he raised an industrial dispute pertaining to his illegal termination before the Asstt. Labour Commissioner, Panaji vide his letter dated 6-7-05 which ended in ex-parte failure. He contended that he was not paid legal dues such as retrenchment compensation etc. before his termination of services. He contended that no enquiry was conducted by the Employer Company before his termination and hence the Employer Company violated the principles of natural justice. He contended that the Employer Company has employed new person on his place of work and most of the work is given on contract. He contended that there are junior workers working in the said department. He submitted that since his termination is illegal and bad in law, he is entitled for reinstatement with full back wages. He submitted that since his termination, he is unemployed and could not succeed in getting any employment. He therefore prayed that his dismissal from service be declared as illegal, improper and unjustified and direct the employer to reinstate him with full back wages and continuity of services.

3. The employer company objected to the aforesaid statement of claim filed by Workman by filing their written statement on 18-12-2007 at Exhibit-7. The Employer Company by way of preliminary objection submitted that the order of reference dated 21-8-06 proceeds on the footings

that there was an Employer-Employee relationship between themselves and the Workman. The Employer Company stated that the Party I was an employee of M/s. Fomento Engineering and Construction Pvt. Ltd., a Company incorporated under the Company's Act, 1956 on 19-6-1971 and having its registered office at Margao-Goa. The Employer Company stated that the order dated 1-7-2005 by which the services of the Workman were terminated was passed by the said Company and hence there was an Employer-Employee relationship between the said company and the Workman. The Employer Company stated that neither they have passed any order nor taken action in terminating the services of the Party I w.e.f. 1-7-2005 or any other day. The employer company stated that the Party I is not a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 as he was employed mainly in managerial and/or administrative and/or supervisory capacity drawing wages exceeding Rs. 1600/- per month and/or by nature of duties attached to him and/or by reason of the powers vested in him, his functions were of supervisory nature. The employer company stated that the Party I was not doing any manual, skilled, unskilled, technical, operational or clerical work. The employer company stated that the Party I was drawing a salary of Rs. 11,108/- per month. The employer company therefore submitted that the order of reference is illegal, bad in law, null and void and not maintainable and hence liable to be rejected on the aforesaid ground.

4. The Employer Company stated that pursuant to the information furnished by the Party I to the said Company about his educational/professional qualifications and varied experience of working in the capacity of "Civil Supervisor" under his letter dated 30-11-1983 for considering his appointment to the post of Civil Supervisor. The Employer Company stated that the Party I was appointed as a Civil Supervisor in the substantive posts on certain terms and conditions under the letter dated 26-12-1983 on probationary basis for a period of six months from the date of joining. The Employer Company stated that the said Company under their letter dated 29-01-1985 confirmed the services of the Workman in the said post of Civil Supervisor w. e. f. 01-07-1984 on the same terms and conditions as stated in the letter dated 26-12-1983. The Employer Company stated that the services of the Party I were lent by the said Company to its associate concern i.e. the Employer Company above named as per the letter dated 22-03-1988 with retrospective effect from

01-03-1988 for working at the Company's Hotel Establishment at Dona Paula-Goa. The Employer Company stated that at all times, since 01-03-1988 i. e. when the services of the Workman were lent by the said Company to the Employer Company, the relationship between the Company and the Workman was that of "Borrowing Employer" and "Transferee Employee" for working at the Employer Company's Hotel Establishment and the Workman used to work under their control and supervision and was to be paid his salary etc. and looked in after in every respect by them as a borrowing Employer during the period of lending of services to them at their Hotel Establishment. The Employer Company stated that no letter of appointment was issued/made by them to/with the Workman at the time of lending of services as aforesaid. The Employer Company stated that by this arrangement the relationship between the said Company and the Party I as Employer-Employee remained uninterrupted and on termination of the lending of services to the Employer Company at their Hotel Establishment, the Workman was required to report back to the said Company for work. The Employer Company submitted that they as a borrowing Employer had no authority to terminate the services of the Workman, which right was vested only in the said Company. The Employer Company submitted that the letter dated 22-03-1988 addressed by the said Company, where-under the services of the Workman were lent to the Employer Company for work at their Hotel Establishment, was so addressed in the capacity as his Employer. The Employer Company stated that during the period of lending as aforesaid, the Workman was governed by their service rules in force as the attributes of the lending of the Workman's service to them at their Hotel Establishment. The Employer Company stated that they terminated the arrangement for lending of services of the Workman to them at their Hotel Establishment vide their letter dated 20-06-2005 addressed to the said Company as the work for which the Workman was engaged by the Company was over and required the Workman to report/join back to the said Company immediately and in any event before 30-06-2005 and a copy of the said letter was also served on the Workman on the same day. The Employer Company stated that the Workman vide his letter dated 20-06-2005 addressed to the Personnel Manager of the Employer Company contended that his services were taken over by them w. e. f. 01-02-1983 and therefore the question of his reporting back to the

Employer did not arise and further requested for withdrawal of said letter and to allow him to continue in the service. The Employer Company stated that upon receipt of the letter of the Workman dated 23-06-2005, as aforesaid, they clarified the true and correct the legal position to him under their letter dated 30-06-2005 and also informed the Workman their inability to continue his services vide their letter dated 01-07-2005 as they had ceased to carry on the business and consequent termination of services of the Workman with immediate effect. The Employer Company submitted that neither there was Employer-Employee relationship between themselves and the Workman nor an order was passed and/or action taken by them in terminating the services of the Workman w. e. f. 01-07-2005 or any other date. The Employer Company therefore submitted that the Order of Reference dated 21-08-2006 issued by the Government of Goa is therefore not maintainable and the legality and justification for termination of services of the Workman w. e. f. 01-07-2005 by them cannot be adjudicated in the present reference.

5. The Employer Company stated that the Workman by virtue of the duties attached to the post held by him, was primarily and substantially performing the duties of a managerial and/or administrative and/ or supervisory in nature and that he was admittedly drawing a salary of Rs. 11,000/- p.m. and therefore, the Party I is not a "Workman" within the meaning of Section 2 (s) of the I. D. Act, 1947. The Employer Company stated that it is a Company incorporated under the Companies Act, 1956 on 13-10-1981 and owns a Hotel establishment known as "Cidade de Goa" a beach resort situated at Vaguinim Beach, Dona Paula-Goa. The Employer Company stated that the said hotel establishment is having 210 well appointed air-conditioned rooms, restaurants, Bars, club saude, banqueting facilities, shopping arcades, etc. which said properties and assets of the Company are maintained and looked in after by the Company's department known as 'Estate'. The Employer Company stated that it employs large number of employees and consisting of various departments, such as House- Keeping, Food Beverages etc. The Employer Company stated that the Workman had been employed as a "Project Supervisor" in their Estate department and was responsible to brief the employees numbering about 9, to allot/distribute/assign the work among the said employees and to oversee/supervise their work such as to supervise the outlet opening work

during season, to ensure that the beach is cleaned, to ensure that the terraces of the beach and garden wing are cleaned at all time, to ensure that the chilled water pipe line supply and return asbestos roof is kept clean twice a month, to ensure that the milestones are visible by removing the vegetation around it, to ensure the Tennis Court is kept clean at all times, to ensure that the Parking area is kept clean at all times, to ensure that pathway lamps are kept clean at all times, to ensure that the repairs of Mangalore Tile Roof is repaired whenever required in the premises, to ensure that the LGA roof, bar latino, and Dekhni Kitchen Room are kept clean at all times, to ensure that Drives cabin on the plateau is kept clean at all times and to ensure that rain protection is provided, to ensure that the beach umbrellas are fixed on time, to ensure that the beach nourishment is carried out and that depression of the beach deck are filled and to ensure that all storm water drains are cleaned before monsoon season. The Employer Company stated that in addition to the above the Workman was responsible for collecting the keys from the security and the Workman being Supervisor (Estate) was responsible for section keys which were kept on his person, which said functions was of managerial in nature and he was reporting to Shri Manohar Sawant, Estate Executive. The Employer Company stated that the service Certificate dated 28-11-1983 was issued to the Workman upon his request however the said Salary Certificate does not indicate that the Workman was in their Employment. The Employer Company stated that since the services of the Workman were lent to them for work at their Hotel establishment, the Workman was allotted the Account Number under the EPF and MP Act, 1952 for compliance with the provisions of the said Act. The Employer Company denied the case of the Workman in toto and prayed for dismissal of the reference issued by the Government of Goa by holding that the Workman is not entitled to any relief.

6. Thereafter the Workman filed his Re-joinder to the Written Statement on 08-01-2008 at Exhibit-8. The Workman by way of his Re-joinder denied each and every statements/averments made by the Employer Company in their Written Statement, which are contrary and inconsistent to his case and confirmed and reiterates his case as pleaded in his Claim Statement. The Workman by way of his Re-joinder reiterates that vide letter dated 01-08-1989 his services were absorbed by the Employer with continuity w. e. f. 01-02-1982 and the same was accepted by himself and joined

in the services of the Employer Company. He stated that vide letter dated 01-09-1989 the Workman was issued a Letter of Absorption by the Employer Company wherein his past service were taken for all the records and he was placed in the scale of pay and other allowances applicable to the workers of the Employer Company. He stated that the said letter was accepted by him and the past dues such as PPF, were settled by the said Company and therefore after the severance of the relationship between him and the said Company, there is no Employer-Employee relationship between them.

7. Based on the pleadings filed by the Workman, this Court framed the following issues on 17-03-2008 at Exhibit-9.

1. Whether the Party I proves that he is an employee of Party II?
- 1A. Whether the Party II proves that the present Order of Reference is illegal, bad in law and hence not maintainable?
2. Whether the Party I proves that he is a Workman within the meaning of Sec. 2(s) of the Industrial Disputes Act?
3. Whether the Party I proves that the Party II has terminated his services?
4. Whether the Party I proves that his termination is illegal and unjustified?
5. What relief What Order?

8. My findings to the aforesaid issues are as under:

Issue No. 1: In the Negative

Issue No. 1A : In the Affirmative

Issue No. 2: Does not arise

Issue No. 3: In the Negative

Issue No. 4: Does not arise

Issue No. 5: As per final Order.

REASONS

9. Issue No. 1: It is the Party I who has raised the present industrial dispute pertaining to his alleged illegal termination of his services w.e.f. 01-07-2005 by the Employer Company. The Employer Company in the Written Statement filed in the present proceedings denied the aforesaid contention of the Party I by stating that the Party I is not their employee. Therefore the burden to prove the aforesaid contention is on the Party I.

I have heard the arguments of the Ld. representative Shri P. Gaonkar for the Party I as well as the Ld. Adv., Shri G. B. Kamat appearing for the Party II.

10. The Ld. Shri P. Gaonkar representing the Party I during the course of his oral arguments submitted that the Party I has produced on record his Experience Certificate at Exhibit-W/1 issued by the Employer Company to substantiate his statement that he was initially employed on 15-02-1979 with the Employer Company to carry out their construction work, but he was paid through the said Company. He submitted that the Party I was absorbed in the services of the Employer Company w.e.f. 01-02-1983 vide their letter dated 01-08-1989 at Exhibit-W/2. He submitted that the said letter dated 01-08-1989 at Exb.W/2 clearly proves that the services of the Party I were absorbed by the Employer Company w.e.f. 01-02-1982. He submitted that the Party I was forced to accept the letter dated 26-12-1983 at Exhibit-E/2. He submitted that the said letter dated 26-12-1983 at Exb.E/2 is null and void. He submitted that the Party I had never worked for the said Company. He submitted that the Party I had produced on record his ESI Card at Exhibit-W/12 which clearly shows the Employer's code number on it. He submitted that the Party I had also produced on record Certificate dated 06-07-1992 issued by the Employer Company at Exhibit- W/3-Colly for having completed 10 years of meritorious service as on 06-07-1992. He submitted that the Statement of Accounts at Exhibit-W/11 showing the dues of the Party I has been already settled by the said Company. He submitted that the Party I has also produced on record a letter of the Employer Company dated 21-12-1990 addressed to him at Exhibit-W/13 which clearly shows that the Party I was given the benefits of the settlement which was signed by the Employer Company with its Union. He submitted that considering the hard work of the Party I, he was awarded the Certificate of Merits for special re-organisation award on several occasions. He submitted that the Party II used to contribute and also deduct the PF as well as ESIC under their code issued by the authority. He finally submitted that the oral as well as the documentary evidence on record clearly proves that the Party I was an employee of the Party II.

11. On the contrary, the Ld. Adv., Shri G. B. Kamat during the course of his oral arguments submitted that it is the case of the Party I as pleaded in his Statement of Claim as well as

Affidavit in Evidence filed in the present proceedings that the services of the Party I were absorbed by the Employer Company vide its letter dated 01-08-1989 (Exhibit-W/2) and his past services were also taken over by Employer Company and he was given continuity in services w.e.f. 01-02-1982. He submitted that the Employer Company denied the aforesaid contention by stating that there was no Employer-Employee relationship between themselves and the Party I and submitted that the Party I was an employee of the said Company. He submitted that the Employer Company in support of its aforesaid contention produced on record an application of the Party I dated 30-11-1983 addressed to the said Company (Exhibit-E/1), an Appointment Letter dated 26-12-1983 of the Party I issued to him by the said Company (Exhibit-E/2), Application of the Party I dated 20th November, 1984 for confirmation (Exhibit-E/3), Confirmation Letter of the Party I dated 29-01-1985 issued to him by the said Company (Exhibit-E/4) and Letter dated 22-03-1988 of the said Company (Exhibit-EW2/1). He submitted that the aforesaid documentary evidence on record clearly proves that the Party I was appointed and subsequently confirmed in the substantive post of Civil Supervisor by the said Company and thereafter his services were lent to the Employer Company. He submitted that in addition to the aforesaid documentary evidence the Employer Company also produced on record oral evidence by examining two witnesses one Shri Vasant P. Raikar, the Director of the said Company and another Mrs. Zareen Lobo, the Manager, Human Resources and Personnel of the Employer Company. He submitted that both the said witnesses in their respective oral evidence clearly and categorically deposed that the Party I was appointed as Civil Supervisor by the said Company vide their letter dated 26-12-1983 (Exb.E/2) in pursuance of his application dated 30-11-1983 (Exhib. E/1) and that the services of the Party I were confirmed vide their letter dated 29-01-1985 (Exhibit-E/4). He submitted that both the said Management witnesses were cross-examined by the Ld. representative of the Party I, however their testimony remained unshaken. He therefore finally submitted that the oral as well as documentary evidence on record clearly proves that the Party I was not an employee of the Party II but was an employee of M/s. Fomento Engineering and Construction Private Limited at all the times. He submitted that since 01-03-1988 when the services of the Party I

were lent by the said Company to the Employer Company, relationship between the said Company and the Party I was that of 'Borrowing Company' and, 'Transferee Employee' for working at the Employer Company's hotel establishment. He submitted that though the services of the Party I was under the control and supervision of the Employer Company, he was also paid his salary, etc. and looked in after in every respect by the Employer Company and he was also governed by the Service Rules of the Employer Company in force during the period of lending of services to them at their hotel establishment, the Party I was not an employee of the Employer Company, but was an employee of the said Company. He submitted that by the said arrangement, the relationship between the said Company and the Party I, as Employer-Employee remained uninterrupted and on termination of the lending of services to the Employer Company at their hotel establishment, the Party I was required to report back to the Company for work. In support of his oral contention he relied upon the decision of the Hon'ble Supreme Court of India in the case of Umapati Chowdhary v/s State of Bihar reported in AIR 1989 Supreme Court 1948, and the case of Pyarchand Kesarimal Porwal Bidi Factory v/s Onkar Laxman Thenge reported in AIR 1970 SC 823. He submitted that the Employer Company was duty bound to pay the contribution towards the ESI as well as PF under the provisions of the ESI Act, 1948 and EPF and MPF, 1952 respectively. He submitted that the payment of contribution towards Provident Fund and ESI, etc. cannot be treated as a relevant factor to determine the status of the worker by pointing out the definition of the "Employee" under the relevant Acts and relied upon two decisions of Hon'ble High Court of Calcutta one in the case of Balmer Lawrie & Co. Ltd. v/s First Industrial Tribunal of West Bengal and ors. reported in 2007 (III) LLM 761 and another in the case of Ashoka Marketing Ltd. v/s Additional Registrar of Companies reported in 1985 (57) Company Cases 188.

I have carefully perused the records of the present case including the synopsis of Written Arguments filed by the respective Parties. I have also carefully considered the various oral as well as written submissions made by the respective Parties.

12. It is the Party I who claims to be an employee of the Employer Company as pleaded in his Statement of Claim as well as Rejoinder filed by him in the present proceedings. The Party I in his

Statement of Claim pleaded that he was initially employed to carry out the construction work of the Party II w.e.f. 15-02-1979 and since then he was working for Employer Company but he was paid through the said Company. The Party I in his Statement of Claim further stated that his services were absorbed from 01-02-1982 vide their letter dated 1st August, 1989 and his past services w.e.f. 01-02-1982 were also taken over by the Employer Company and he was given the continuity of services and that he was awarded Merit Certificates as well as ten years of Meritorious Certificate. On the other hand the Employer Company specifically denied the aforesaid contention of the Party I and stated that the Party I is/was not their employee, but his services were lent by the said Company to the Employer Company and he was an employee of the said Company.

13. In order to prove the issue No.1, the Party I has examined himself and also produced on record certain documents. The Affidavit-in-Evidence of the Party I on record also corroborates the aforesaid facts pleaded by the Party I. The Party I however could not produce any Letter of Appointment if any, issued to him by the Employer Company. The Party I however produced on record an Experience Certificate dated 28th November, 1983 (Exhibit-W/1) and Merits Certificates (Exhibit-W/3-Colly). The said Certificates produced by the Party I on record however do not indicate that the Party I was an employee of the Employer Company but indicates that the Party I was working at the hotel establishment of the Employer Company. On the contrary, the Employer Company produced on record an Application dated 30-11-1983 of the Party I addressed to the said Company (Exb.E/1) by which the Party I had applied for the post of Civil Supervisor. The Employer Company also produced on record an Appointment Letter dated 26th December, 1983 issued to the Party I by the said Company (Exb. E/2) thereby appointing him to the post of "Civil Supervisor" in pursuance of his application dated 30-11-1983 (Exb. E/1) on certain terms and conditions stated therein and Letter of Confirmation dated 29th January, 1985 issued to him by the said Company (Exb. E/4) in pursuance of his letter dated 20th November, 1984 addressed to the said Company (Exb. E/3) through the crossexamination of the Party I. The Employer Company also produced on record oral evidence by examining two suitable witnesses, one Shri Vasant P. Raikar, the Director of the said Company and another Mrs. Zareen Lobo, the

Manager, Human Resources and Personnel of the Employer Company. Both the said Management witnesses in their respective oral evidence clearly and categorically deposed that the Party I was appointed as "Civil Supervisor" by the said Company vide their letter dated 26-12-1983 (Exb.E/2) in pursuance of his application dated 30-11-1983 (Exb. E/1) and that the services of the Party I were confirmed vide their letter dated 29-01-1985 (Exhibit-E/4). Both the said Management witnesses further deposed that the services of the Party I were lent to the Employer Company vide letter of the said Company dated 22-03-1988 (Exhibit-EW2/1) with retrospective effect from 01-03-1988. Both the said Management witnesses were crossexamined by the Ld. representative of the Party I, however nothing adverse has been reported. The Ld. representative Shri P. Gaonkar for the Workman during the course of his oral arguments submitted that the aforesaid documentary evidence produced by the Employer Company has been obtained forcefully from the Party I and hence the said Appointment Letter dated 26th December, 1983 at Exhibit-E/2 is null and void. I am not in agreement with the aforesaid oral submission of Ld. Shri P. Gaonkar appearing for the Party I as the Party I has not challenged the aforesaid Appointment Letter at Exb.E/2 either in his pleading or in the oral evidence adduced by him.

14. It is the contention of the Party I that his services were absorbed by the Employer Company w.e.f. 01-02-1982 and was also given continuity in services w.e.f. 01-02-1982 vide their letter dated 1st August, 1989 and also produced on record the said letter dated 1st August, 1989 of the Employer Company at Exb.W/2. On careful perusal of the letter of the Employer Company dated 1st August, 1989 addressed to the Party I at Exhibit-W/2 indicates that the designation, grade and salary of the Party I has been revised w.e.f. 1st August, 1989 after taking into consideration his valuable contribution to them. The said letter at Exhibit-W/2 further stated that the Party I shall enjoy the continuity of services from 1st February, 1982. On the contrary, the Employer Company produced on record letter of said Company dated 22nd March, 1988 at Exhibit-EW2/1 stating that the services of the Party I has been lent to the Employer Company w. e. f. 01-03-1988. The Ld. Adv., Shri .G. B. Kamat during the course of his oral arguments submitted that in view of the lending of the services of the Party I to the Employer Company the relation between the said Company and the Party I was that of Borrowing

Company and Transferee Employee for working at the Employer Company's Hotel Establishment and by the said arrangement, the relationship between the said Company and the Workman as Employer-Employee remained uninterrupted and relied upon a decision of Hon'ble Supreme Court of India in the case of *Pyarchand Kesarimal Porwal Bidi Factory v/s Onkar Laxman Thenge* reported in AIR 1970 SC 823 wherein it has been held that *"when an Employer lent services of his employee to third person the Employee still continues to be in the employment of his Employer and hence the third person cannot terminate the services of the Employee. A contract of service being incapable of transfer unilaterally a transfer of service from one Employer to another can only be effective by a tri-partite agreement between the Employer, the employee and the third Party, the effect of which would be to terminate the original contract of service and to make a new contract between the employee and the third Party. So long as the contract of service not terminated, a new contract is not made and the employee continues to be in the employment of the Employer. When an employer orders him to do a certain work for another person, the employee still continues to be in his employment. The Employee has his right to claim his wages from the Employer and not from the third Party. Such third Party-hirer may pay his wages but that is because of his agreement with the Employer. The hirer may also exercise control and direction in the doing of the things for which he is hired or even the manner in which it is to be done, but the hirer-third Party cannot dismiss him. The right of dismissal vests in the Employer"*.

15. I have carefully perused the aforesaid decision relied upon by the Ld. Adv., Shri G. B. Kamat for the Employer Company and I am of the firm opinion that the law laid down by the Hon'ble Supreme Court of India is applicable to the present case. In the present case the oral as well as documentary evidence on record indicates that the Party I was appointed by the said Company vide their letter dated 26-12-1983, pursuant to application dated 30-11-1983. The oral as well as documentary evidence on record further indicates that the services of the Party I were confirmed by the said Company vide their letter dated 29-01-1985 pursuant to his application for confirmation dated 20-11-1984. The evidence on record also indicates that the services of the Party I was thereafter lent to the Employer Company by the said Company vide their letter dated 22-03-1988 with retrospective effect from 01-03-1988. Therefore, the Party I was an employee

of the said Company atleast from the date of his appointment in their organization. Admittedly, the said Company and the Employer Company are two different and independent legal entities. There is also nothing on record that the services of the Party I has been terminated by the said Company subsequent to his appointment as Civil Supervisor in their organization at any point of time till the Employer Company terminates the contract of lending of services of the Party I. The Party I also failed to produce on record any tri-partite agreement entered between himself, the Employer Company and the said Company thereby terminating the original contract of service and to make a new contract between himself and the Employer Company. In the absence of execution of the said Tri-partite Agreement as aforesaid, the Party I still continues to be an employee of the said Company and hence any unilateral act or action on the part of the Employer Company pending the aforesaid contract of lending of service is ineffective, null and void. Therefore, the Employer Company cannot absorb or take over the services of the Party I unilaterally without terminating the original contract of service by executing a Tri-partite agreement.

16. The Party I also produced on record a letter of the Employer Company dated 28th November, 1983 (Exb. W/1), Merits Certificates (Exb. W/3-Colly) and produced on record the said letter dated 2nd March, 1989 (Exb. W/10) issued by the Company to the Party I to show that he was an employee of the Employer Company. The letter of the Employer Company dated 28-11-1983 is an Experience Certificate issued to the Party I by the Project Manager of the Party II stating that the Party I had worked with him as a Senior Project Supervisor, however it does not state that the Party I was an employee of the Employer Company. The Merit Certificates at Exb. W/ 3-Colly indicates that the Party I was issued Meritorious Certificate for the year 1990, 1990-91 and for having completed 10 years of meritorious service as on 06-07-1992. The letter of the Party II dated 20-06-2005 at Exhibit- W/4 indicates that the said letter was addressed to the said Company informing them that they have directed to report back to them. The letter of the said Company at Exb. W/10 indicates that by the said letter the said Company has directed the Employer Company for payment of salaries and other perks of the Party I. The Statement of Account at Exhibit-W/11 indicates that the said Company has prepared the Statement of Account of the Party I and acknowledged the receipt of payment of dues of

the Party I by the said Company. The ESI Card issued to the Party I at Exhibit-W/12 indicates the code number of the Employer belongs to the Employer Company. The letter of the Employer Company dated 21-12-1990 at Exhibit-W/13 indicates that the Party I was informed about his revision in salary in pursuance of Long Term Agreement dated 17th December, 1990 between the Party II and its Employees Union. Thus all the aforesaid documentary evidence produced by the Party-I on record do not confirm that the Party I was an employee of the Employer Company but inferred that the Party I was employed at the establishment of the Employer Company. The aforesaid documentary evidence on record also does not specifically states that the services of the Party I were absorbed by the Employer Company.

17. The Party I however, could not produce any cogent evidence to show that either he was appointed by the Employer Company at any point of time or that his services were absorbed by the Employer Company at any point of time from the date of his appointment by the said Company till the date of termination of an arrangement for lending of services of the Party I. The Party I in support of his contention that his services have been absorbed by the Employer Company has relied upon a documentary evidence such as an ESI Card issued to the Party I at Exhibit-W/12, letter dated 21st December, 1990 of the Employer Company at Exhibit-W/13 pertaining to revision of salary, etc. to show that he was an employee of the Employer Company. The Employer Company replied to the aforesaid contention of the Party I stating that being the borrowing Company of the Party I who were under the control and supervision of the Employer Company, they were duty bound to pay the salaries as well as PF and ESI on their code. The Employer Company further stated that the hotel establishment of the Employer Company is covered under the provisions of the ESI Act, 1948 and EPF and MPF 1952. It is therefore necessary to examine the definition of the Employee as defined under section 2 (9) of the ESI Act, 1948 and it reads as under:

An employee is defined to mean any person employed for wages in or in connection with the work of factory or establishment to which this act applies and

- (1) who is directly employed by the principal Employer
- (2) who is employed by or through an immediate Employer

- (3) whose services are temporary lent or let on hire to the Principal Employer by the person with whom the person whose services are so lent or let on hire has entered into a contract of services.

In the present case the evidence on record indicates that the services of the Party I were lent to the Employer Company by the said Company, therefore the Employer Company is duty bound to pay their contribution towards PF and ESI under the relevant provisions of law. The Ld. Adv. G. B. Kamat representing the Employer Company has relied upon two decisions of Hon'ble High Court of Calcutta, one in the case of Balmer Lawrie & Co. Ltd. v/s First Industrial Tribunal of West Bengal and ors. reported in 2007 (III) LLM 761 wherein it has been held that "*the payment of Bonus, Dearness Allowance or extending the benefits of Employees State Insurance Scheme or Provident Fund Scheme cannot be treated as relevant factors to determine the status of a worker.*" In another case Ashoka Marketing Ltd. v/s Additional Registrar of Companies reported in 1985 (57) Company Cases 188, wherein it has been held that "*deduction of contribution towards Provident Fund by Employer to whom services are lent do not prove that he was their employee.*"

I have carefully perused the aforesaid decisions of the Hon'ble High Court of Calcutta relied upon by the Ld. Adv. Shri G. B. Kamat for the Employer Company and I am of the firm opinion that the law laid down by the Hon'ble High Court of Calcutta in its aforesaid cases are equally applicable in the present case. Hence, I am not in agreement with the Ld. Shri P. Gaonkar for the Party I that the Employer Company has absorbed the services of the Party I by issuing ESI Card as well as by contributing towards PF under the relevant Acts.

In view of the above, it is held that the Party I is/was not an employee of the Party II but was an employee of the said Company.

18. *Issue No.1A:* It is the Employer Company who has challenged the present industrial dispute raised by the Party I by contending that the present Order of Reference issued by the Government of Goa is illegal, bad in law, null and void and not maintainable and hence the present reference is liable to be rejected on the ground that the Order of Reference dated 21-08-2006 proceeds on the footing that there was an Employer-Employee relationship between themselves and the Party I and that an Order and/or action of the Company in terminating the services of the Workman w.e.f. 01-07-2005. The burden to prove is therefore on the Employer Company.

While discussing the Issue No. 1 hereinabove I have already come to the conclusion and held that the Party I is not an employee of the Employer Company but was an employee of the said Company which is a separate and independent legal entity. In view of the above there is no Employer-Employee relationship between the Employer Company and the Party I. The letter of the Employer Company dated 28th June, 1985 produced by the Party I on record at Exhibit-W/4 clearly indicates that the Employer Company vide its said letter dated 28th June, 2005 addressed to the said Company informed that the services of the Party I had been lent to them w.e.f. 1st March, 1988 and the said work for which the services of Party I were engaged by them is over and therefore directed the Party I to report back to the said Company being their employee and not terminated the services of the Party I. In view of the above, it is held that the present Order of Reference issued by the Government of Goa is illegal, bad in law and not maintainable.

19. *Issue No. 2:* It is the Party I who has raised the present industrial dispute by contending that though he was designated as Supervisor, he was performing the duties of the 'Workman' as defined u/s 2 (s) of the I. D. Act, 1947. The Employer Company challenged the present dispute raised by the Party I by contending that he is not a 'Workman' defined u/s 2 (s) of the I. D. Act, 1947 besides other grounds. The burden to prove the same is therefore on the Party I that he is a 'Workman' as defined u/s 2 (s) of the I. D. Act, 1947.

I have heard the arguments of the Ld. Shri P. Gaonkar for the Party I as well as Ld. Adv. G. B. Kamat for the Party II Employer Company.

20. The Ld. rep. Shri P. Gaonkar representing the Party I during the course of his oral arguments submitted that though the Party I was designated as 'Civil Supervisor' he was performing the duties of maintenance work of hotel in Engineering Department, House-Keeping Dept. and maintenance of garden, beach, nallah-cleaning, cleaning of terrace and work related to opening and closing of outlets. He submitted that the Party I was also doing the work of civil construction repairs connected with the hotel. He submitted that the Party I also used to carry out the maintenance and repairs of the water tap, maintenance of garden and any other work assigned to him by his Superior. He submitted that the work was assigned to the Party I daily by his Superior and as per his instructions he was doing

the work. In support of his oral contention, he relied upon the various decisions of the Hon'ble Apex Court as well as various High Courts. On the contrary, the Ld. Adv., Shri G. B. Kamat during the course of his oral arguments submitted that the Party I was employed as a Project Supervisor in the company's Estate Department and was responsible to brief the employees numbering about nine, to allow/distribute/assign the work among the said employees and to oversee/supervise their work as stated in the Affidavit in Evidence of their witnesses Smt. Maura Almeida, an Executive (House-Keeper) of the Party II, and Smt. Zareen Lobo, a Manager, (Human Resources and Personnel) of the Party II.

I have carefully perused the entire records of the case including the synopsis of Written Arguments submitted by the respective Parties. I have also carefully considered the various oral as well as written submissions made by the respective Parties.

While discussing the Issue No. 1 hereinabove I have already come to the conclusion and held that the Party I is not an employee of the Employer Company but was an employee of the said Company which is a separate and independent legal entity and therefore there is no Employer-Employee relationship between the Employer Company and the Party I. Similarly, while discussing the issue No. 1A hereinabove I have already come to the conclusion and held that the present Order of Reference issued by the Government of Goa is bad in law and not maintainable. In view of the above, the question whether the Party I is a 'Workman' or not as defined u/s 2 (s) of the I. D. Act, does not arise at all.

21. *Issue No. 3 & 4:* It is the Party I who has raised the present industrial dispute pertaining to his alleged illegal termination of services by the Employer Company. The Employer Company denied the aforesaid contention of the Party I in the Written Statement filed by them in the present proceedings by contending that there is no Employer-Employee relationship between themselves and the Party I and that no Order and/or action has been taken by them in terminating the services of the Party I w.e.f. 01-07-2005. The burden to prove the aforesaid contention is therefore on the Party I that his services has been terminated by the Employer Company.

While discussing the Issue No. 1 hereinabove I have already come to the conclusion and held that the Party I was not an employee of the Employer Company, but was an employee of the said Company which is a separate, distinct and independent legal entity. Similarly, while discussing the Issue No. 1A, I have already held that no order and/or action has been taken by the Employer Company by terminating the services of the Party I and hence the present Order of Reference is bad in law and not maintainable. It is therefore held that the Party I failed to prove that the Employer Company has terminated his services. Consequently, the legality and justification of the termination of services of the Party I does not arise.

In view of the above, I proceed to adjudicate the reference by passing the following Order:

ORDER

1. It is held that Shri Mahadev K. Naik was not an employee of M/s. Cidade-de-Goa a unit of M/s. Fomento Resorts and Hotels Ltd., Dona Paula-Goa, but he was an employee of M/s. Fomento Engineering and Constructions Private Limited, Margao-Goa.

2. It is further held that the dispute as to "whether the action of the Management of M/s. Cidade de Goa, Unit of M/s. Fomento Resorts & Hotels Ltd., Dona Paula, Goa in terminating the services of Shri Mahadev K. Naik, Supervisor, w. e. f. 01-07-2005 is legal and justified?" does not arise as not maintainable.

3. It is held that Shri Mahadev K. Naik is not entitled for any relief.

4. No order as to costs.

5. Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court - II

Notification

No. 28/1/2010-LAB

The following Award passed by the Labour Court-II, at Panaji-Goa on 15-04-2010 in reference No. IT/31/05 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 14th July, 2010.

IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/31/05

Pradeep Naik,
Rep. by Gomantak Mazdoor Sangh,
Shetye Sankul,
Ponda-Goa. ... Workman/Party I
V/s

M/s. Atlantic Spinning and
Weaving Mills Ltd.,
Xeldem,
Quepem-Goa. ... Employer/Party II

Party I/Workman represented by Shri P. Gaonkar.

Party II/Employer marked as Ex-parte.

Panaji, dated: 15-04-2010.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by Order dated 20-07-2005 bearing No. 28/32/2002-LAB/367 referred the following dispute for adjudication by the Industrial Tribunal of Goa at Panaji-Goa.

"(1) Whether the action of the Management of Atlantic Spinning and Weaving Mills Ltd., in refusing employment to Shri Pradeep Naik, Sider, w.e.f. 01-12-2003, is legal and justified?

(2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/31/05 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his Statement of Claim on 15-06-2006 at Exhibit-3. The case of the Workman as pleaded in his Statement of Claim is that the Employer/Party II (for short "Employer") is a Company registered under the Company's Act having its factory at Xeldem, Quepem-Goa. He stated that the Employer Company is engaged in the manufacturing of different types of thread and employing more than 500 workmen on an average per day. He stated that he continuously worked with the Employer Company from 10-11-1997 till

30-11-2003. He stated that he was not allowed to resume the duty, when he went to resume the duty on 01-12-2003. He stated that neither the Employer Company has issued to him any memo or chargesheet for any misconduct nor conducted any enquiry at the time of refusal of employment. He submitted that no legal dues such as retrenchment compensation, notice pay, gratuity etc. was paid to him at the time of refusal of employment. He stated that since the Employer company is employing more than 100 workmen, hence the chapter V-B of the Industrial Disputes Act, 1947 is applicable to the Employer Company. He submitted that no prior permission is taken by the Employer Company before refusal of employment to him. He submitted that the matter of Charter of Demand is pending before the Hon'ble Tribunal and as such the Employer Company has not obtained any permission nor filed an application for permission u/s 33 of the I. D. Act, 1947 by offering a payment of one month's notice to the Workman. He contended that since the Employer Company did not offer any retrenchment compensation, notice pay in accordance with the provisions of I. D. Act, 1947, they have violated Section 25-F of the I. D. Act, 1947. He submitted that the action of the Employer Company in refusing him to resume the duties, is illegal, unjustified and bad in law as the termination is done without complying with the provisions of the Industrial Disputes Act, 1947 and the rules made thereunder. He submitted that he raised an industrial dispute through their Union before the Dy. Labour Commissioner, which ended in failure. He submitted that he is unemployed and could not succeed in getting any job till date and is undergoing hardship due to unemployment after his termination. He therefore prayed that the refusal of employment to him by the Employer Company be declared as illegal, improper and unjustified and direct the Employer Company to re-instate him with full back wages and continuity in services.

3. The Employer Company objected to the aforesaid Claim Statement by filing their Written Statement on 12-07-2007 at Exhibit-5. The Employer Company by way of preliminary objection stated that the present reference is not maintainable as the subject matter of the reference is not an "industrial dispute" and that the Party I is not a "workman" as defined under Section 2(s) of the I. D. Act, 1947. The Employer Company also stated that the Party I was not working with them nor he was refused employment w.e.f. 01-12-2003. The Employer Company further stated that the Party I was not

working with them and therefore question of refusing him employment does not arise nor compliance with other provisions of law as stated by the Party I is required, consequently the question of payment of legal dues, notice pay or retrenchment compensation does not arise. The Employer Company stated that the Party I is gainfully employed. The Employer Company stated that the dispute raised by the Party I before the Dy. Labour Commissioner did not amount to an industrial dispute and the Commissioner has acted beyond the scope of his jurisdiction in entertaining a non-existent dispute. The Employer Company denied each and every allegation made by the Party I in his Statement of Claim and submitted that the Party I is not entitled for any relief as claimed by him. The Employer company therefore prayed for dismissal of the reference issued by the Government of Goa.

4. Thereafter the Party I filed his Rejoinder on 27-11-2007 at Exhibit-7. By the said Rejoinder at Exb. 7, Party I reiterates and confirms all the allegations, statements and averments made by him in his Statement of Claim filed in the present proceedings and denies all the statements, averments and submissions made by the Employer Company in their Written Statement which are contrary and inconsistent to his case set out in the Statement of Claim.

5. Based on the pleadings filed by the respective Parties, this Court frames the following issues on 01-01-2008 at Exhibit-8.

1. Does the Party I/Workman prove that he was employed in the factory of the Party II?
2. Does the Party I/Workman prove that the Party II terminated his services with effect from 01-12-2003?
3. Whether termination of service of the Party I/Workman is legal and justified?
4. Whether the Party I/Workman is entitled to the reliefs as prayed for?
5. What Award?

6. My answers to the aforesaid Issues are as under:

Issue No. 1: In the Negative.

Issue No. 2: In the Negative.

Issue No. 3: In the Negative.

Issue No. 4: Not entitled for any relief.

Issue No. 5: As per final Order.

REASONS:

7. *Issue No. 1:* It is the Party I who has raised the present industrial dispute by alleging that he was working with the Employer Company since 10-11-1997 till 30-11-2003 continuously. The Employer Company denied the aforesaid allegations of the Party I in the Written Statement filed by them by stating that the Party I was not working with them and therefore question of refusing him employment does not arise. This Court therefore put the burden to prove the aforesaid contention on the Party I by framing the existing issue No. 1.

I have heard the arguments of the Ld. Shri P. Gaonkar for the Party I.

8. The Ld. Shri P. Gaonkar representing the Party I during the course of his oral arguments submitted that the Party I has pleaded and also stated on oath that he was working with the Employer Company since 10-11-1997 till 30-11-2003 continuously. He submitted that the Party I was neither issued any Appointment Letter nor possess any other document to show that he was working with the Employer Company. He therefore submitted that the Party I has proved that he was employed in the factory of the Party II.

I have carefully considered the various oral submissions made by the Ld. Shri P. Gaonkar for Party I. I have also carefully perused the records of the present case.

9. Undisputedly, though the burden to prove the existing Issue No. 1 is on the Workman that he was employed in the factory of the Party II, the Party I could not produce any cogent evidence in the form of document on record except making a statement on oath that he was working continuously with the Employer Company from 10-11-1997 till 30-11-2003 as a Helper in the Maintenance Department. The Employer Company however denied the aforesaid contention of the Party I in the Written Statement filed by them as well as during the course of his cross examination. It was therefore incumbent upon the Party I to prove the said fact that he was working in the factory of the Employer Company by producing cogent evidence. The Party I also failed to give any justification for non-production of any documentary evidence to discharge the burden of proof. The Party I also failed to plead and state on oath as to the nature of his employment as well as his appointment i.e. whether he was appointed by issuing an Appointment Letter or orally and his

attendance was marked in the Attendance Register maintained by the Party II. Failure to plead and subsequently state on oath the aforesaid fact, the Party I failed to discharge his initial burden to prove that he was employed in the factory of the Party II. Therefore, in the absence of any pleadings as to whether the Party I was appointed orally or by issuing an Appointment Letter in writing and his attendance as well as payment of wages, the adverse inference is drawn against the Party I that he failed to prove that he was employed in the factory of the Party II. It is therefore held that the Party I has failed to prove that he was employed in the factory of the Party II.

10. *Issue Nos.: 2 & 3:* It is the Party I who has raised the present industrial dispute by contending that the termination of his services by the Employer Company w.e.f. 01-12-2003 is illegal and unjustified. The Party II however in the Written Statement filed in the present proceedings contended that the Party I was never employed in their factory and therefore the termination of services of the Party I w.e.f. 01-12-2003 does not arise at all, and hence this Hon'ble Court framed the existing Issue Nos. 2 & 3 by putting the burden to prove the same on the Party I.

11. While discussing the Issue No.1 herein above, I have already come to the conclusion and held that the Party I has failed to prove that he was employed in the factory of the Party II. The Party I having failed to prove that he was employed in the factory of the Party II, the Party I also failed to prove that his services were terminated w. e. f. 01-12-2003 by the Party II. It is therefore held that the Party I failed to prove that his service has been terminated by the Party II. Consequently, there is no question of legality as well as justification for the termination of services of the Party I arose. It is therefore held that the Party I failed to prove that his services has been terminated by the Party II, is illegal and unjustified.

12. *Issue No. 4:* While discussing the Issue No. 1, I have already come to the conclusion and held that the Party I has failed to prove that he was employed in the factory of Party II. Similarly while discussing the Issue Nos. 2 & 3, I have already come to the conclusion and held that the Party I failed to prove that his services has been terminated w. e. f. 01-12-2003 by the Party II and therefore the question of illegality and unjustifiability of the termination of services does not arise at all. Having failed to prove the aforesaid Issue Nos. 1, 2 & 3 by the Party I, he is not entitled to any relief as prayed by him.

In view of the above discussions and with regards to the facts and circumstances of the case, I pass the following Order:

ORDER

1. It is held that the Party I, Shri Pradeep Naik failed to prove that he was employed in the factory of Atlantic Spinning and Weaving Mills Ltd., Consequently the action of the Management of Atlantic Spinning and Weaving Mills Ltd., in refusing employment to Shri Pradeep Naik, Sider, w. e. f. 01-12-2003, is legal and justified, does not arise at all. Hence, the Party I, Shri Pradeep Naik is not entitled to any relief.

2. No order as to costs.

3. Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

State Directorate of Craftsmen Training

Order

No. 5/12/TRG/SDCT/07/7031

Sub.: Constituting of Vocational Training Provider (VTP) Evaluation Committee (VEC) for Skill Development Initiative Scheme.

In pursuance of the guidelines issued by Government of India for Skill Development Initiative Scheme, a VTP Evaluation Committee (VEC) is constituted with the members as below:

- A. State Director of Craftsmen Training, State Directorate of Craftsmen Training, Shrama Shakti Bhavan, 3rd Floor, Patto Plaza, Panaji-Goa — Chairman.
- B. Representatives from RDAT, Director of RDAT – Mumbai or his representative — Member.
- C. Expert from Leading Industry Association of the State, The President, Goa Small Industry Association, Panaji-Goa — Member.

The Terms of Reference shall be as mandated in the SDI Scheme guidelines.

The Term of Office of the non-official members shall be 3 years from the date of its constitution. The non-official members may change by name/

/designation depending on the revision of Scheme guidelines from time to time.

The VTP Evaluation Committee (VEC) for SDI Scheme shall meet as frequently as may be felt necessary and otherwise at least once in three months.

The non-official members who attend the meeting shall be paid a fixed honorarium of Rs. 400/- per meeting and no other TA/DA shall be payable.

By order and in the name of the Governor of Goa.

Aleixo F. Da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 31st October, 2008.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. LS/1077/93-Part/1188

Government of Goa is pleased to appoint Advocate Shri Amey Kakodkar as Additional Government Advocate to appear and defend the interest of the Government in the matters before the High Court of Bombay at Goa, Panaji, with immediate effect, until further orders.

He will be paid fees, as per the existing terms and conditions laid down by the Government, applicable to Additional Government Advocates as amended from time to time, on submission of bills (in duplicate) alongwith the attendance certificate issued by the Registrar of the High Court of Bombay at Goa, Panaji-Goa. He should comply with the instructions contained in the Government Office Memorandum No. 4/1/2010/LD(Estt)/1180 dated 22-07-2010. He will appear in those matters which would be allotted to him by the Ld. Advocate General.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 23rd July, 2010.

Notification

No. 9-18-2004-LD(Estt.)/Part-II(VIII)/1164

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952)

read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Smt. Rupa Amitkumar Dublay, Advocate, Pernem, Goa as a Notary for a period of five years with effect from 20th July, 2010 for the area of Pernem taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 20th July, 2010.

Notification

No. 9-18-2004-LD(Estt.)/Part-II(XI)/1167

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Smt. Maria Agneta Honorina Araujo, Advocate, Pilar, Goa, as a Notary for a period of five years with effect from 20th July, 2010 for the area of Tiswadi taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 20th July, 2010.

Department of Mines Directorate of Mines & Geology

Notification

No. 01/522/10-Mines/1224

In exercise of the powers conferred by Section 22 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), the Government of Goa hereby authorise the following officers of the Directorate of Mines & Geology, Government of Goa, Panaji to file complaint(s) in competent courts in respect of offence(s) for violation of any of the provisions of the said Act or the rules framed thereunder:-

1. Senior Technical Assistant.
2. Assistant Geologist.

By order and in the name of the Governor of Goa.

Arvind D. Loliyekar, ex officio Joint Secretary (Mines)/Director of Mines & Geology.

Panaji, 19th July, 2010.

Department of Panchayati Raj and Community Development

Directorate of Panchayats

Order

No. 1/09/DP/Apt.-GSEC/2010/3593

In pursuance of clause (1) of Article 243 K of the Constitution of India read with sub-section (1) of Section 237 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994), the Governor of Goa is pleased to appoint Dr. M. Modassir, Secretary to Government of Goa as State Election Commissioner w.e.f. 1-07-2010. This will be in addition to his own duties.

By order and in the name of the Governor of Goa.

V. K. Jha, Secretary (Panchayati Raj).

Porvorim, 15th July, 2010.

Department of Personnel

Order

No. 24/25/2010-PER

On the recommendation of the Hon'ble High Court Bombay vide letter No. A. 1222/G/2000 dated 25-06-2010, the Governor of Goa is pleased to appoint Shri Pramod Kamat, District Judge-3 & Additional Session Judge, Margao, as Law Secretary to the Government of Goa, in the pay scale of PB-4 Rs. 37,400-67,000+Grade Pay Rs. 8,700/- on deputation with immediate effect.

Shri Pramod Kamat, shall be on deputation for an initial period of one year in the first instance.

The terms of deputation of Shri Pramod Kamat, shall be governed by the standard terms and conditions of deputation as contained in O. M. No. 13/4/74/PER dated 12-02-1999, issued by the Department of Personnel, Government of Goa, and as amended from time to time.

Shri Pramod Kamat, shall be entitled for Government accommodation, vehicle and other facilities in accordance with the Rules.

Shri Pramod Kamat, shall exercise his option for fixation of pay within a month's time.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 15th July, 2010.

Order

No. 6/3/2008-PER

Shri N. D. Agrawal, Director of Printing & Stationery and holding additional charges of the post of Administrator, Sanjivani Sahakari Sakhar Karkhana Ltd. and O.S.D. in the Department of Power, shall also hold charge of the post of Director, River Navigation Department, in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 21st July, 2010.

Order

No. 6/1/2005-PER

Shri Michael M. D'Souza, Director & Ex. Officio Joint Secretary (Science, Technology and Environment) and holding additional charges of the post of O.S.D.-II in Office of the Chief Minister and Joint Secretary (Finance), shall also hold charge of the post of Member Secretary, Goa Energy Development Agency in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 22nd July, 2010.

Department of Revenue**Notification**

No. 23/11/2006-RD

Whereas by Government Notification No. 23/11/2006-RD dated 17-09-2008 published on pages 766 to 768 of Series II No. 27 of the Official Gazette, dated 03-10-2008 and in two newspapers (1) "Gomantak Times" dated 20-09-2008 and (2) "Sunaparant" dated 20-09-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification

(hereinafter referred to as the said land) was needed for the public purpose viz. Land Acquisition for construction of road leading to Satiche Bhat in V. P. Cudnem in Pale Constituency.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

<i>Taluka:</i> Bicholim		<i>Village:</i> Cudnem
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
33	1 Part: O: Govind Vithu Kamat. Ramnath Vithu Kamat. Esvanta Vithu Kamat. Laximan Vithu Kamat. Shankar Vithu Kamat. Nagesh Vithu Kamat. Vithu Pandurang Kamat.	1001
34	2 Part O: Bhalchandra Vaikunth Dubhashi.	980
34	OR: Laximan Vithu Kamat. 4 Part O: Jaywant Jaga Shenai Amonkar. OR: Pandurang Pundalik Parab.	760
30	1 Part O: Sharad Raghuvir Borkar. OR: Ganesh Ravalu Malik.	745

1	2	3	1	2	3
30	3 Part O: Babai Sadu Malik. Ramnath Puti Malik. Apa Bholu Malik. Dhaktu Bablo Malik. Eknath Nagesh Malik. Bhikulo Purushottam Malik. Mahadeo Vishnu Malik. Shankar Shiva Malik. Uttam Pundalik Malik. Ganesh Ravalu Malik. Guno Rama Malik. Gopal Govind Malik. Tukaram Arjun Malik. Visharam Arjun Malik. Vaman Arjun Malik. Shabi Raghu Malik. Saraswati Saji. Hasu Vasu Malik.	935	15	2 Part Chandrakant Ladu Malik. Gokuldas Satu Malik. Ganpat Laximan Malik. Pandhari Narayan Malik. Bhalchandra Raghunath Kamat. Jairam Bablo Malik. Pandari Sadu Malik. Appa Bholu Malik. Bhikulo Purushottam Malik. Vithu Mortulo Malik. Uttam Pundalik Malik. Bala Hari Malik. Damodar Nilu Malik. Ramnath Putu Malik. Gonu Rama Malik. Gopal Govind Malik.	80 42
30	5 Part O: Babai Sadu Malik. Ramnath Puti Malik. Apa Bholu Malik. Dhaktu Bablo Malik. Eknath Nagesh Malik. Bhikulo Purushottam Malik. Mahadeo Vishnu Malik. Shankar Shiva Malik. Uttam Pundalik Malik. Ganesh Ravalu Malik. Guno Rama Malik. Gopal Govind Malik. Tukaram Arjun Malik. Vishram Arjun Malik. Vaman Arjun Malik. Shabi Raghu Malik. Saraswati Saji. Hasu Vasu Malik.	114	15	4 Part O: Tukaram Arjun Malik. Shabi Raghu Malik. Saraswati Saji Malik. Hasu Vasu Malik. Vishram Arjun Malik. Vaman Arjun Malik. Tukaram Arjun Malik. Shabi Raghu Malik. Govind Gopal Malik. Gunu Rama Malik. Appa Bholu Malik. Nagesh Eku Malik. Dhakto Babalo Malik. Ramnath Puti Malik. Shankar Shiva Malik. Pandhari Sadu Malik. Uttam Pundalik Malik. Hasu Vasu Malik. Saraswati Saju Malik.	172
20	1-C Part O: Sitabai R. Rane. Yeshwant K. Rane. Tukaram Apa alias Babal Rane. Premanand Apa alias Babal Rane. Shamrao Apa alias Babal Rane. Krishnaro Apa alias Babal Rane. Pravin Pundalik Parab. Tukaram Apa alias Babal Rane. Area 5000 sq. mt.	5	16	Part O: Tukaram Arjun Malik. Shabi Raghu Malik. Govind Gopal Malik. Gunu Rama Malik. Appa Bholu Malik. Nagesh Eku Malik. Dhakto Babalo Malik. Ramnath Puti Malik. Shankar Shiva Malik. Pandhari Sadu Malik. Uttam Pundalik Malik. Hasu Vasu Malik. Saraswati Saju Malik. Sharad Raghuvir Borkar.	391
15	1 Part O: Savitribai Sadashiv Kamat. Atmaram Arjun Malik. Anant Pandurang Malik. Vishram Datta Malik.	139	30	6 Part O: Sharad Raghuvir Borkar.	273
			30	2 Part O: Sharad Raghuvir Borkar.	747
			10	1 Part O: Savitribai Sadashiv Kamat. Atmaram Arjun Malik. Vishram Datta Malik. Anant Pandurang Malik. Chandrakant Ladu Malik. Gokuldas Satu Malik. Ganpat Laximan Malik. Pandari Narayan Malik. Tukaram Mahadeve Rane. Jaideo Shankar Malik. Vinayak Nilkanth Senai Borkar. Balchandra Raghunath Kamat.	2232
			14	9 Part O: Ramnath Puti Malik. Bablo Jairam Malik.	300

1	2	3	1	2	3
14	7 Part O: Tukaram Arjun Malik. Shabi Raghu Malik. Saraswati Saji Malik. Hasu Vasu Malik.	213	West : S. No. 33/1, 2, 4, 30/1, 3, 4, 5, 6, 29/2, 28/1.		
			Total: 14161		
14	3 Part O: Vaman Arjun Malik. Tukaram Arjun Malik. Shabi Raghu Malik. Saraswati Saji Malik. Hasu Vasu Malik.	85	By order and in the name of the Governor of Goa.		
			<i>Pandharinath N. Naik</i> , Under Secretary (Rev-I). Porvorim, 19th July, 2010.		
14	4 Part O: Pundalik Keshav Malik. Pandurang Datta Malik. Pandari Keshav Malik. Mangesh Laximan Malik.	407	Notification		
			No. 23/38/2009-RD		
13	10 Part O: Vinayak Nilkanth Shanai Borkar. Pandari Keshav Malik. Pundalik Keshav Malik. Mangesh Laximan Malik. Datta Pandurang Malik. Naneshwar Sonu Malik.	71	Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for improvement and widening of road from Khandepar Junction to water treatment plant Opa/Codar in V. P. Curti, Candepar of Ponda Constituency.		
13	11 Part O: Naneshwar Sonu Malik. Datta Pandurang Malik. Vinayak Nilkant Borkar. Pundalik Keshav Naik. Pandari Keshav Malik. Mangesh Lakma Malik.	98	Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.		
198	1 Part O: Apa Bholu Malik. Dhaktu Bablo Malik. Eknath Nagesh Malik. Bhikulo Purushottam Malik. Mahadeo Vishnu Malik. Shankar Shiva Malik. Uttam Pundalik Malik. Ganesh Ravalu Malik. Guno Rama Malik. Gopal Govind Malik. Tukaram Arjun Malik. Visharam Arjun Malik. Vaman Arjun Malik. Shabi Raghu Malik. Saraswati Saji. Hasu Vasu Malik.	1651	2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.		
29	2 Part O: Vishnu Dattaram Kamat.	2030	3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.		
28	1 Part O: Jagdeo Rajaram Pangam.	690			

Boundaries :

North : S. No. 33/1, 30/6, 4, 2, 10/1,
14/9, 7, 3, 4, 10, 11, 198/0, 29/1.

South : S. No. 29/1, 20/1, 20/1-A, 1-C,
15/2, 3, 4, 16/0, 28/1.

East : S. No. 33/1, 2, 4, 30/1, 4, 6,
29/1, 2, 21/45, 28/1, Road.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa.
3. The Executive Engineer, WD-XVIII (Roads), PWD, Ponda-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Ponda Village: Candepar

Survey No.	Names of the persons believed to be interested in Land	Arpprox. area in sq. mts.
1	2	3
160/1 H:	1. Vibhakar Govind Khandeparkar. 2. Bhalchandra Govind Khandeparkar. 3. Deepak Govind Khandeparkar. <i>Other Rights:</i> House No. 3 belongs to Ballu Bhanu Naik. House No. 2 belongs to Shalini M. Gayak. House No. 1 belongs to Sitaram Datta Shet Parkar. B. S. Khandeparkar claims his right of ownership, upto this coconut tress on torluk basis with Sitaram D. Parkar.	840
107/6 H:	Ramchandra Mahadev Sinai Khandeparkar.	635

1	2	3
	<i>Other Rights:</i> House belongs to 1. Francisco Gomes. Laxman Nonu Naik watch and worker.	
158/1 H:	1. Krishna Keshav Bhandankar. 2. Kashinath Vishnu S. Khandeparkar. 3. Vinayak Ghanshyam S. Khandeparkar. 4. Prafulchandra Ganpat S. Khandeparkar. 5. Govind Fatoba S. Khandeparkar. 6. Gajanan Keshav Sinai Khandeparkar. 7. Gajanan Shivram Sinai Khandeparkar.	1085
158/5 H:	1. Dr. S. D. Vaidhya. 2. Madhukar Dattatraya Vaidhya. 3. Shrimati Kamalabai Govind Vaidhya. 4. Idalina Fernandes. 5. Milagrin Pereira. 6. Treeza Almeida E. Fernandes. 7. Socorro Carlos Fernandes. 8. Socorro Carlos Fernandes. 9. Francisco A. Pereira. 10. Sebastian Benjamin Mesquita. <i>Other Rights:</i> House belongs to House 2 Alberto Pereira. House 3 Salvador Felipe Gomes. House No. 1 Mateus Fernandes. House No. 4 Xavier Fernandes. Coconut trees are on torluk basis with Moteus Fernandes and Alberto Pereira.	625
158/5-A H:	Remedios Gomes.	90
158/5-B H:	Philip Alex Gomes.	100
159/0 H:	Ramchandra Mahadeo Sinai Khandeparkar.	465
108/1-A H:	Ramchandra Mahadeva Sinai Candeparkar.	1320

1	2	3	1	2	3
108/2 H:	1. Krishna Keshav Bhandankar. 2. Kashinath Vishnu S. Khandeparkar. 3. Vinayak Ghanshyam S. Khandeparkar. 4. Prafulchandra Ganapat S. Khandeparkar. 5. Govind Fatoba S. Khandeparkar. 6. Gajanan Keshav Sinai Khandeparkar. 7. Gajanan Shivram Sinai Khandeparkar.	2205		<i>Other Rights:</i> Owned by Natalina Mascarenhas, House No. 90.	
108/3 H:	1. Shripad Dattaram Vaidhya. 2. Madhukar Dattaram Vaidhya. 3. Shrimati Kamalabai Govind Vaidhya. <i>Other Rights:</i> Caretaker: 1. Matias Dias Fernandes. 2. House owned by Caetano Filip Fernandes.	475	116/1 H:	1. Ganpati Vinayak Gaonkar. 2. Pandurang Vinayak Gaonkar.	2715
157/1 H:	1. Suhasini Shripad Gobre. 2. Ganpati Shripad Gobre. 3. Ashok Shripad Gobre. 4. Audhoot Shripad Gobre. 5. Geeta Shripad Gobre.	240	154/1 H:	1. Mohan Balkusta Khandeparkar.	450
157/2 H:	Sripad Balkrishna Gobre. <i>Other Rights:</i> Caretaker: Shripad Balkrishna Gobre pays Rs. 10/- as rent of trees to the owner. 1. House owned by Shripad Balkrishna Gobre. 2. Temple.	510	154/2 H:	1. Dattaram Narayan Gaonkar. <i>Other Rights:</i> Cashew plants are with Shivram Laxman Gaude.	1500
115/1 H:	1. Ganpati Shripad Gobre. 2. Ashok Shripad Gobre. 3. Audhoot Shripad Gobre. 4. Geeta Shripad Gobre. 5. Suhasini Shripad Gobre.	2570	154/3 H:	1. Madhav Vaman Pandit. 2. Shripad Vaman Pandit. 3. Kalindi Shripad Pandit. 4. Audut Vaman Pandit. 5. Shaila Vaman Pandit. 6. Mohan Vaman Pandit. 7. Malati Mohan Pandit. <i>Other Rights:</i> Areca nut plantation on barun basis with Shivram Laxman Gaude.	2890
156/0 H:	Sripad Balkrishna Gobre. <i>Other Rights:</i> Caretaker: Shripad Balkrishna Gobre.	1165	154/4 H:	Krishnanath Janardan Gaonkar.	391
155/1 H:	1. Ganapati Vinayak Gaonkar. 2. Pandurang Vinayak Gaonkar. 3. Monohar Tukaram Harmalkar.	2040	154/5 H:	1. Krishnanath Janardhan Gaokar. 2. Dattaram Narayan Gaokar. 3. Raghunath Purushottam Khandeparkar. 4. Madhav Vaman Pandit. 5. Ganpat Balkrishna Gaokar. 6. Vishwambar Gaokar. 7. Shripad Vaman Pandit. 8. Kalindi Shripad Pandit. 9. Audut Vaman Pandit. 10. Shaila Avdut Pandit. 11. Mohan Vaman Pandit. 12. Malati Mohan Pandit. T: Shivram Laxman Gaude.	10
			154/6 H:	1. Krishnanath Janardan Gaonkar. 2. Dattaram Narayan Gaonkar. 3. Raghunath Purushottam Khandekar. 4. Madhav Waman Pandit. 5. Vishwamber Gaokar. 6. Ganapat Balkrishna Gaonkar. T: Molu Laxman Gaude.	275
			154/7 H:	Government of Goa, Daman and Diu.	210

1	2	3
	<i>Other Rights:</i>	
	In rainy season the rivolet runs with water.	
154/8 H:	Gopalkrishna Vinayak Gaonkar.	445
T:	Shambu Bhamu Gaude.	
117/1 H:	Mohan Balkrishna Sinai Khandeparkar.	740
117/2 H:	Dattaram Narayan Gaonkar.	755
153/1 H:	Government Primary School.	145
153/2 H:	Ganapati Vinayak Gaonkar.	585
153/3 H:	1. Ganapati Vinayak Gaonkar. 2. Directorate of Education, Panaji. 3. Yeshwant Vithoba Gaude.	540
	<i>Other Rights:</i>	
	There is a pipe line of Government in this property.	
153/3-B	Ownership docu. not available in Mamlatdar Off.	550
151/1 H:	1. Government of Goa, Daman and Diu. 2. P. W. D.	1725
151/2 H:	1. Ganapati Vinayak Gaonkar. 2. Ram Anant Prabhu. 3. Naraina Anant Prabhu. 4. Narcinva Anant Prabhu. 5. Chandrakanta Anant Prabhu.	1545
149/2 H:	Property of P. W. D. (Government):	30
	<i>Other Rights:</i>	
	Tea stall owned by Pundalik Krishna Prabhu.	
149/1 H:	1. Priti Shankar Naik Shirodkar. 2. Aruna Ganpat Loliekar. 3. Joao Camilo D'Costa. 4. Vishnu Vasu Gaude. 5. Jaywant Audo Gaude. 6. Kalindi Ganapati Gaonkar. 7. Shruti Nitin Sahakari. 8. Deepak Ganapati Gaonkar. 9. Jyoti Ramkrishna Dhavalkar. 10. Bhushan Vishnu Gawde. 11. Dilip Shankar Gavade. 12. Vrunda Dilip Gavade. 13. Sadanand Vishnu Opkar. 14. Jose M. Fernandes.	2260
149/1- H: -EH	1. Vithal Dhondiba Patil. 2. LRC/part/09/29/96/2735 dated 05-11-96.	65
149/3 H:	1. P. W. D. Government.	250
150/0 H:	1. Jyoti Ramkrishna Davalkar. 2. Kalindi Ganapati Gaonkar. 3. Shruti Nitin Sahakari. 4. Deepak Ganapati Gaonkar.	2405

1	2	3
	<i>Boundaries :</i>	
	North : Road, S. No. 160/1, 107/6, Nala, 151/1, 2.	
	South : S. No. 160/1, Road, Nala, Village Codar.	
	East : S. No. 160/1, Road, 159/1, 158/1, 5, 5-A, 5-B, 6, 157/1, 2, 156/1, 155/1, 154/1 to 8, 151/1, 2, 150/1, 29/1, 2, 21/45, 28/1, .	
	West : Nala, Road, S. No. 107/1, 2, 4, 149/1, 2, 1/B.	
		Grand Total: 34845

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 19th July, 2010.

Notification

No. 22/22/2010-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is needed for public purpose, viz. Land Acquisition for burial ground at Sonsodo, Margao.

And whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the said Act, that the said land is needed for the purpose specified above.

The Government further directs under sub-section (4) of Section 17 of the said Act that the provisions of Section 5-A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improve-

ments made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector & SDO, Margao to perform the functions of a Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.
2. The Deputy Collector & SDO, Margao-Goa.
3. The Chief Officer, Margao Municipal Council, Margao-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector & SDO, Margao, Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

City: Margao

P.T. Sheet No./ Chalta No.	Names of the persons believed to be interested	Approx. area sq. mts.
1	2	3
50 1	Comunidade of Margao.	14100
49 1(part)	Mrs. Aninha Fernandes.	16091

1	2	3
<i>Boundaries :</i>		
North: Village boundary of Raia.		
South: Chalta No. 2, 6 of P. T. Sheet No. 50.		
East : Village boundary of Raia, Road.		
West : Chalta No. 1(Part) of P. T. Sheet No. 49.		
		Total: 30191

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 23rd July, 2010.



Department of Water Resources

Office of the Chief Engineer

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Order

No. 22-1-81/CE-WR/Adm.II/433

Read: 1) This office Order No. 3/25-15/90/CE-WR/310 dated 22-7-2005.

2) This office Order No. 27-5-95/CE-WR/Adm.II/655 dated 21-10-2009.

Government is pleased to order the transfer of following Executive Engineer/Surveyor of Works of this Department to the Offices mentioned against their names, herebelow in public interest.

Sl. No.	Name of Executive Engineer/ Surveyor of Works	Office where Presently working	New place of posting
1	2	3	4
1.	Shri Ashok Kamatar, Executive Engineer	Soil Conservation Division, Directorate of Agriculture, Panaji on deputation	Works Div. VIII, Goa Tillari Irrigation Development, Corporation, Karaswada, Bardez-Goa on deputation upto 31-5-2011.

1	2	3	4
2. Shri Anant G. Bhagwat, Executive Engineer	Works Div. VIII, Goa Tillari Irrigation Development Corporation, Karaswada, Bardez-Goa on deputation	Central Planning Organisation, W.R.D., Panaji as Surveyor of Works, by curtailing deputation period in G.T.I.D.C. till the date of relief from G.T.I.D.C.	
3. Shri Basavraj V. Pujari, Surveyor of Works	Central Planning Organisation, W.R.D., Panaji	Soil Conservation Division, Directorate of Agriculture, Panaji as Executive Engineer on deputation, initially for a period of one year.	

The deputation of Officer at Sl. No. 1 & 3 above in their respective Offices shall be governed as per the standard terms and conditions laid down in Government O.M. No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time.

No deputation allowances shall be admissible to Shri Ashok Kamatar, Executive Engineer, in view of sub-section (5) of Section 16 of the Goa Tillari Irrigation Development Corporation Act, 1999.

The Goa Tillari Irrigation Development Corporation shall be liable to pay the salary and other allowances to Shri Ashok Kamatar, Executive Engineer from their funds as per the sub-section (6) of Section 16 of the aforesaid Act.

The Goa Tillari Irrigation Development Corporation shall be liable to pay to the Government Leave Salary and Pension contribution of Shri Ashok Kamatar, Executive Engineer at the prescribed rate. He will be entitled for the benefit of surrender of leave and the expenditure towards surrender of leave shall be borne by the said Corporation.

The Officer at Sl. No. 1 should move first after relief from Soil Conservation Division on 24-7-2010. a.n.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (WR) & ex officio Addl. Secretary.

Panaji, 15th July, 2010.



Department of Printing & Stationery
Government Printing Press

Order

No. 8/44/2008/GPS/1291

Administrative approval of the Government is hereby conveyed for revision of rates for making Rubber Stamps and Seals with immediate effect as detailed below:-

1. Rubber stamp having less than 4 lines Rs. 50/-.
2. Rubber stamp more than 4 lines and less than 8 lines Rs. 150/-.
3. Round stamp Rs. 100/-.
4. Metal Shield Rs. 150/-.

By order and in the name of the Governor of Goa.

N. D. Agrawal, Director & ex officio Joint Secretary (Printing & Secretary).

Panaji, 27th July, 2010.

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